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|--|--|------------|--|--------------|
| INVITATION TO BID | | LSU | BID DUE DATE AND TIME | |
| BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE | | | 10/19/2005 11:00 am CT | |
| SOLICITATION B6MTJ0059 | | | RETURN BID TO | |
| VENDOR # | | | Louisiana State University Purchasing Office 213 Thomas Boyd Hall Baton Rouge, LA 70803 | |
| VENDOR NAME AND ADDRESS | | | | |
| <div style="border: 1px solid black; height: 80px; width: 100%;"></div> | | | | |
| | | | BUYER | Todd Jones |
| | | | BUYER PHONE | 225-578-2739 |
| | | | ISSUE DATE | 9/29/2005 |
| TITLE: FOOD (MISCELLANEOUS - PBRC) - TERM CONTRACT | | | | |

To Be Completed By Bidder

1. _____ "No Bid" (sign and return this page only).
2. _____ My Company does not wish to receive future solicitations for this commodity code.
3. Specify your Delivery: To be made within _____ days after receipt of order.
4. Specify your Payment Terms: _____
Prompt payment cash discounts for less than 30 days and less than 1% will be accepted, but will not be considered in determining awards. On indefinite quantity term contracts, cash discounts will be accepted and taken, but will not be considered in determining awards.
5. Specify your Bid Reference Number: _____
(This number will appear on any resulting order or contract.)

General Instructions to Bidders

1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing LSU Campus/Department at the "Return Bid To" address stated above, until the specified due date and time.
2. Bids must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) a current corporate officer, partnership member, or other individual specifically authorized to submit a bid as evidenced in the appropriate records filed with the Louisiana Secretary of State; or (2) an individual authorized to bind the vendor as evidenced by a corporate resolution, certificate or affidavit; or (3) other documents indicating authority which are acceptable to the public entity.
3. Read the entire solicitation, including all terms, conditions and specifications.
4. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the bidder.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. LSU Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment.
6. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695.
7. By signing this solicitation, the bidder certifies compliance with all general instructions to bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

| | |
|-----------------------|------------------|
| BIDDER (Name of Firm) | MAILING ADDRESS |
| AUTHORIZED SIGNATURE | CITY, STATE ZIP |
| PRINTED NAME | PHONE # |
| TITLE | FAX # |
| E-MAIL | FEDERAL TAX ID # |

SOLICITATION **B6MTJ0059**DUE DATE **10/19/2005**DUE TIME **11:00 am**

These standard terms and conditions shall apply to all LSU solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. Bid Delivery and Receipt

To be considered, sealed bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. Sealed bids cannot be accepted by telegraph, fax, or e-mail. Price alterations and addenda to bids may be submitted by telegraph or fax, and will be considered provided bidder's sealed bid, price alterations and addenda have been received in the purchasing office prior to bid opening time. Late bids cannot be accepted per L.A.C. 34:I.517, and shall be returned unopened.

2. Bid Forms

Bids are to be submitted on and in accordance with the LSU solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the bidder's intent to be bound will not be accepted.

3. Interpretation of Solicitation/Bidder Inquiries

If bidder is in doubt as to the meaning of any part or requirement of this solicitation, bidder may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the LSU Purchasing Office no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any bidder as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the LSU Purchasing Office, and mailed or delivered to all bidders known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by bidder.

4. Bid Opening

Bidders may attend the public bid opening of sealed bids and proposals. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the LSU Purchasing Office during normal working hours.

5. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the LSU Purchasing Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

6. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

7. New Products/Warranty/Patents

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.

8. Descriptive Information

Bidders proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to

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submit descriptive information may cause bid to be rejected. Any changes made by bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the bidder from supplying the actual products requested.

9. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. LSU Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/package specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

10. Taxes

Vendor is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

11. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

12. Vendor Forms/LSU Signature Authority

The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of LSU. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.

13. Awards

Award will be made to the lowest responsible and responsive bidder. LSU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

14. Acceptance of Bid

Only the issuance of an official LSU purchase order/contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order/contract.

15. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

16. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the LSU Purchasing Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

17. Testing/Rejected Goods

Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing

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| STANDARD TERMS & CONDITIONS | | INVITATION TO BID | PAGE 4 of 18 |
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| <p>if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.</p> <p>18. Delivery Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the LSU Department and/or Purchasing Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.</p> <p>19. Default of Vendor Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.</p> <p>20. Vendor Invoices Invoices shall reference the LSU purchase/release order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.</p> <p>21. Delinquent Payment Penalties Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.</p> <p>22. Assignment of Contract/Contract Proceeds Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the LSU Purchasing Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.</p> <p>23. Contract Cancellation LSU has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.</p> <p>24. Prohibited Contractual Arrangements Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.</p> <p>25. Equal Employment Opportunity Compliance By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.</p> <p>26. Mutual Indemnification Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.</p> <p>27. Certification of No Suspension or Debarment By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.</p> | | | |

LSU TERM CONTRACT – SPECIAL CONDITIONS

These special conditions shall apply to LSU Term Contracts, in addition to all Standard Terms and Conditions above.

A "Term Contract" is defined as an agreement with a Vendor to provide specified goods and/or services on an as-needed basis at established prices, terms and conditions during a specific period of time (or term), and does not guarantee usage. Such pricing agreements are commonly referred to as standing agreements, open end contracts, and requirements contracts. Purchase/release orders issued against term contracts serve as the Vendor's authorization to ship goods and/or provide services.

1. Scope of Contract

This solicitation is issued to establish a term contract for the specified goods and/or services for the period beginning Date of Award and ending September 30, 2006, in accordance with all specifications, terms, and conditions.

2. Initial Contract Period

LSU intends to award all items for the initial contract period specified above. Award delays beyond the anticipated contract begin date may result in an initial award less than the specified contract period.

3. Contract Renewals/Extensions

At the option of LSU and acceptance by the Vendor, this contract may be renewed for 2 additional 12 month periods, or extended in partial increments thereof, at the same prices, terms and conditions of the original contract award. Total contract period not to exceed thirty-six (36) months.

4. Estimated Quantities

It is understood that LSU shall not be held responsible for purchasing any specified amount. Solicitation quantities shown are estimated only and may be based on historical contract usage and/or projected needs. Where usage is not available, a quantity of one (1) indicates a lack of history on this item. The successful Vendor must supply any order requirements at the bid/contract prices, whether the total of such requirements are more or less than the estimated quantities shown.

5. Firm Pricing

Contract prices shall remain firm for the duration of the contract term; and no price increases will be allowed, unless escalation/de-escalation provisions are specifically provided for herein. Prices may not exceed the current nationally advertised and available General Services Administration (GSA) Price Schedule if one exists.

LSU is a member of the National Association of Educational Buyers (NAEB) and the E & I Cooperative Purchasing Service.

6. Insurance Requirements

If an automobile is utilized in the execution of the contract, including deliveries made with company owned, hired, and/or non-owned vehicles, successful bidder shall be required to furnish a certificate of insurance evidencing coverages per attached insurance requirements. The Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as an additional insured on all liability policies.

7. Vendor Parking on the LSU Campus – Permits & Gate Passes

Vendors and contractors needing access to reserved, gated "C" parking lots for logistics in performing business with LSU must apply for gate passes through the LSU Office of Parking, Traffic and Transportation (PTT). Visit the LSU/PTT website at www.lsu.edu/parking and the 'Permits' webpage for details.

Vendor requests are considered and granted by PTT, subject to an annual fee and qualifying criteria. Vendors not qualifying for gate passes may be granted general permits for street parking. All vendors are responsible for adhering to LSU Parking Rules and Regulations – see the PTT "Information" webpage. Direct any questions to PTT at 225-578-5000 or visit their office located in the Public Safety Building on South Stadium Road.

8. Vendor Non-Performance

Vendor is required to perform in strict accordance with all contract specifications, terms, and conditions. Vendor will be advised in writing of non-performance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event Vendor is issued three (3) or more complaints of non-performance, LSU reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to non-performance may be cause to deem the Vendor non-responsible in future solicitations.

9. Contract Amendments

Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to LSU Purchasing for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by LSU Purchasing and issuance of a formal LSU Contract Amendment. The Vendor shall honor purchase/release orders issued prior to the approval of any contract amendment as applicable.

10. Price Reductions

Whenever price reductions are made by the Vendor/Manufacturer during the LSU contract term, and which are offered to similarly-situated customers [i.e. those contracting under similar terms, conditions, periods, etc], and which are lower than LSU contract prices, said reductions shall be afforded to LSU.

Vendor shall give prompt written notice to LSU Purchasing of any such price reduction and effective date for issuance of a formal contract amendment. Price reductions must be offered to all departments. Vendors found to have knowingly and willfully withheld such price reductions may be required to reimburse LSU of any overcharges.

11. Product Substitutions

Only those awarded brands and numbers, furnished in the packaging/units of measure and at the unit prices stated in the LSU contract, are approved for order, receipt, and payment purposes. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at Vendor's expense, and non-payment.

By submitting a bid, Vendors are expected to have sound supplier agreements in place to support and responsibly perform their contractual term obligations with LSU. Unless discontinued by the manufacturer without replacement, Vendors are expected to honor the awarded brands/numbers throughout the contract term. Substitution requests based merely on the Vendor's own elective change to another supplier may be disapproved at the sole discretion of LSU Purchasing.

Departments are not authorized to approve or accept product substitutions without Purchasing approval. Vendors who act without regard to this procedure may face contract cancellation, suspension, and/or debarment.

12. Right to Add Department Users

Where this solicitation may name one department as the primary contract user, the University reserves the right to authorize additional departments to use the contract as their needs arise; and Vendor shall honor all such purchase/release orders.

13. Non-Exclusivity

This agreement is non-exclusive and shall not in any way preclude LSU from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

14. Contract Usage Report

The Vendor shall keep records of all purchases under this contract and shall be prepared to furnish a contract usage report to LSU upon request at any time during the contract term. Contract usage reports must minimally capture and report the following: item numbers and brief item descriptions; total quantities and dollars for each item subtotaled by using department names; and overall contract quantities and dollars.

15. Contract Evaluation

LSU Purchasing welcomes suggestions for contract improvements to effectively meet the needs of the departments we serve. Department feedback relative to the incumbent Vendor's performance will be requested for consideration when determining our contract options for renewal or re-solicitation. Vendor performance will be monitored for compliance with contract terms and conditions, and reports of deficient performance will be appropriately addressed with the Vendor.

The following forms are tools for evaluating our contracts and Vendor performance, and may be accessed at our website (www.fas.lsu.edu/purchasing) under Forms/General:

- PUR512 Contract Suggestions
- PUR514 Contract Performance Evaluation
- PUR515 Deficiency/Complaint Report

16. Termination for Non-Appropriation of Funds

The following condition shall apply to any contract covering multiple fiscal years:

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

**BOARD OF SUPERVISORS
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL & MECHANICAL COLLEGE
Purchasing Office, 213 Thomas Boyd Hall
Baton Rouge, LA 70803-3001**

INSURANCE REQUIREMENTS

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract. The Employer's Liability limit shall be \$1,000,000 when work is over water and involves maritime exposure.

COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This insurance shall include the following coverage:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage;
7. Explosion, Collapse and Underground (XCU) Coverage.

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.

If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized for the execution of the contract, then automobile coverage is not required.

Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as additional insured on all liability policies. A Thirty (30) day prior notice of cancellation must be given to the University for all required coverages. Insurance must be from a company with an A.M. Best's rating of no less than A-:VI who is authorized to do business in the State of Louisiana. The A.M. Best's rating requirement may be waived for Worker's Compensation only.

The successful contractor is to provide the owner with a certificate of insurance prior to commencement of work.

GENERAL SPECIFICATIONS FOR FOOD ITEMS

Quote as specified or equal, giving complete information on equals.

Samples: Samples must be furnished in size container bid. By way of explanation, if 4/1 gallons/case is offered, a 1 gallon sample should be submitted for evaluation; if case is 6/24/4 oz., a package of 24 would be required. Product should be properly identified and include directions for preparation when applicable.

The University reserves the right to request samples prior to any award. When such samples are requested, they will be received in the requesting department within 5 working days of request. Failure to submit samples on request is cause and will result in rejection of bid. The results of our sample evaluations will not be automatically furnished but they are available upon specific request at the Purchasing Office.

All products (including samples) are to be properly labeled with the following information: a) identify the commodity, b) name and address of the manufacturer, packer, or distributor, and c) net weight.

Year of Pack: All items shall be from the latest pack. In all instances, the numerical year of pack and brand name must be indicated by item on bid. Failure to include this information is cause and may cause rejection of that portion of bid.

Size of Pack: If unable to quote on size of pack specified, quote alternate size of pack available. The University reserves the right to consider alternate sizes if it deems in its best interest and suited to its needs.

Grades: Grades used are based on standards established by the U.S.D.A. Production and Marketing Administration, Fruit and Vegetable Division. On those items specifying a grade, it is to be understood clearly that the grade will be one of the considerations in selecting the item or items to be purchased. In addition to the product having to meet the specified grade, and in the case where grade is not specified, the pack, size, uniformity, firmness, color, flavor and cookout value when applicable, are to be considered along with price.

These foods are being purchased for processing into a resale product and the University reserves the right to purchase the items deemed to be in the best interest of the University. All items delivered against

orders placed on the basis of sample(s) and/or submitted and selected must conform to the grade specified in the specifications and purchase order. Deliveries failing to meet the grade specified will be rejected and returned at the vendor's expense.

- Alternate Bid: Where alternates are requested the University reserves the right to accept the base bid or the alternate whichever it deems in its best interest.
- Inspection: Unless otherwise specified by the University, all orders are subject to Federal Inspection upon delivery. If, upon inspection, product fails to meet specifications, cost of inspection will be charged to vendor, and any deliveries already made will be held for vendor's disposition or returned to vendor freight collect. If vendor fails to make satisfactory replacement within thirty (30) days, the University reserves the right to cancel the item and to purchase it elsewhere and charge the defaulting vendor the difference in price.
- Cancellation: Delivery that fails to meet specifications and/or conditions is cause for canceling the order.
- Delivery: Date of delivery may be a consideration in this award. State in the appropriate space the number of days required for delivery after receipt of purchase order.

GENERAL SPECIFICATIONS FOR MEAT & RELATED PRODUCTS

Packers and/or distributors must have Federally inspected plants, State inspected plants, or be currently approved by the East Baton Rouge Health Unit.

Meat, poultry, and seafood products must meet all Louisiana Department of Agriculture and Forestry requirements for grading and certification service. (Act 749 of 1997)

At time of delivery of poultry and eggs, an official Poultry Products Grading certificate (PY-210), and a condition examination and original certificate issued by the Louisiana department of Agriculture is required.

Imported meat not acceptable.

The awarding of the bid shall be based on the quality, appearance, flavor and cookout value of the products as well as price.

Minimum and maximum weight must be as indicated, or item may be rejected upon delivery.

Failure to indicate brand name where requested is cause and may cause rejection of bid.

On all fabricated and portion control items, the number of pieces, portion size and net weight must appear on all boxes, as well as name/address of manufacturer, distributor/packer, processor.

On all sausage and specialty items, final acceptance will be based on general appearance, sanitation, and the results of production testing, namely-shrinkage, cooked appearance and flavor.

The University reserves the right to reject any products which fail to meet specified, recognized and approved standards or grades, or fails to conform to an acceptable state or condition upon delivery.

Where an item fails to meet specifications, and is rejected by the University, the University reserves the right to not consider future bids on that particular item until such time assurance can be given by the vendor that specifications will be complied with.

If product (per specifications) is not available, submit bid on alternate. However, the University reserves the right to accept the base bid or the alternate, whichever is deemed best suited to its needs.

The University reserves the right to request samples on an equal or alternate bid. The University further reserves the right to make purchases as specified, while testing sample. The results of our sample evaluations will not be automatically furnished but they are available upon

specific request at the Purchasing Office.

Samples must be furnished in size container bid. By way of explanation, if 4/1 gallons/case is offered, a 1 gallon sample should be submitted for evaluation; if case is 6/24/4 oz., a package of 24 would be required. Product should be properly identified and include directions for preparation when applicable.

All products (including samples) are to be properly labeled with the following information a) identify the commodity b) name and address of the manufacturer, packer, or distributor, and c) net weight.

Where alternates are requested, the University reserves the right to accept the base bid or the alternate whichever it deems in its best interest.

If items bid do not fully comply with specifications, bidder must state in what respect the items deviate. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual products requested.

LOUISIANA PREFERENCE

RS39-1595, et.al., requires that bidders claiming preference must have the product packaging stamped by the State Agriculture Department, with the applicable preference (7% or 4%) as claimed in their bid. Items shipped to the University that do not have the appropriate preference certification by the Louisiana Department of Agriculture on the packaging will be rejected.

Bid# MTJ60059 / Bid Form, Dated 1.09/30/2005

Method of Award / Notes:

* The right is reserved to award items on an 'All-or-None' basis or on a 'Group' basis as defined below.

* The right is reserved to reject ANY individual item bid, whether awarded All-or-None or Grouped, as deemed in the best interest of the University.

* **Group 1** includes item #'s 1 - 78 (referred to as "Frozen/Refrigerated/Fresh Goods"), and which DO require delivery by refrigerated vehicles per local, state, &/or federal regulations.

* **Group 2** includes item #'s 79 - 175 (referred to as "Dry/Canned/Staple Goods"), and which DO NOT require delivery by refrigerated vehicles per local, state, &/or federal regulations.

| | | | | | | TO BE COMPLETED BY BIDDER: | | | | | |
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| Item # | Qty | Unit | Item Description | Specified P/U | Specified Mfg (or/=) | Proposed Mfg / Brand / # | Proposed P / U | Unit Price | Extension |
|--------|-----|------|---|---------------|----------------------|--------------------------|----------------|------------|-----------|
| 27 | 48 | CS | Roll, Kaiser, Multigrain, pre-baked, sliced | 8/8 ct | Block & Barrel or/= | | | | |
| 28 | 16 | CS | Rolls, Hoagie, White, pre-baked, 8 inch, 3 oz. | 12/6/3.5 oz | Hilltop HR | | | | |
| 29 | 48 | DZ | Tortilla, flour | 12"/12 ct | EI Pasado | | | | |
| | | | MEAT, POULTRY | | | | | | |
| 30 | 12 | CS | Beef, ground 80/20 | 2/10lb | Cattelman Select | | | | |
| 31 | 12 | CS | Beef, pastrami, bottom round, flat cooked | 2/6.5 lb avg | Patuxent | | | | |
| 32 | 12 | CS | Beef, roast, top round, split dry | 2/7-9 lb avg | Deil Pride | | | | |
| 33 | 12 | CS | Beef, roast, New Orleans Seasoned | 2/7-9lb avg. | Manda | | | | |
| 34 | 12 | CS | Beef, sirloin for stew | 2/10lb | Wis-Pak | | | | |
| 35 | 12 | CS | Catfish, filets, 3-5 oz | 1/15lb | Perfecta | | | | |
| 36 | 48 | CS | Chicken Breast, Boneless, skinless; individual | 24/5 oz | Patuxent | | | | |
| | | | single-lobe breasts packed in trays | | | | | | |
| 37 | 12 | CS | Chicken, breast fillet, grilled | 40/4 oz | Perdue | | | | |
| 38 | 12 | CS | Chicken, breast fillet, grilled, Italian seasoned | 40/4 oz | Pierce or/= | | | | |
| 39 | 12 | CS | Chicken, diced, breast, frozen, pre-cooked | 1/10lb | Tyson | | | | |
| 40 | 12 | CS | Chicken, pulled, all meat, frozen, pre-cooked | 2/5lb | | | | | |
| 41 | 12 | CS | Port, ham, smoked, cooked, refrigerated | 2/12-14lb avg | Patuxent | | | | |
| 42 | 12 | CS | Port, ham, diced, 95% lean | 2/5lb | Patuxent | | | | |
| 43 | 48 | CS | Shrimp, p & d, pre-cooked, 150/200 count | 4/2.5lb | Maritm Select | | | | |
| 44 | 48 | CS | Turkey Sausage | 1/10lb | Manda or/= | | | | |
| 45 | 12 | CS | Turkey, breast, mesquite smoked, pre-cooked | 2/8-9lb avg. | Bi Mar | | | | |
| | | | FROZEN FRUIT JUICE | | | | | | |
| 46 | 4 | CS | Juice, apple, 4-oz squat cups | 72/4 oz | Vitality | | | | |
| 47 | 4 | CS | Juice, orange, 4-oz squat cups | 72/4 oz | Vitality | | | | |
| | | | FROZEN VEGETABLES - GRADE A ONLY | | | | | | |
| 48 | 12 | CS | Broccoli florets | 12/2.5lb | Monarch | | | | |
| 49 | 4 | CS | Carrots, diced | 1/20lb | Harvest VL | | | | |
| 50 | 8 | CS | Carrots, sliced | 12/2lb | Monarch | | | | |
| 51 | 4 | CS | Caiflower florets | 12/2lb | US Red | | | | |
| 52 | 12 | CS | Corn, yellow, whole kernel | 12/2.5lb | US Red | | | | |
| 53 | 12 | CS | Corn, yellow, cream | 6/10 | Monarch | | | | |
| 54 | 12 | CS | Green beans | 12/2lb | Monarch | | | | |
| 55 | 48 | CS | Green Bell Pepper, diced | 12/2lb | Monarch | | | | |
| 56 | 4 | CS | Okra, cut, IQF | 12/3lb | Monarch | | | | |
| 57 | 48 | CS | Onions, diced | 6/2lb | Monarch | | | | |
| 58 | 12 | CS | Peas, green, 'early June' | 12/2.5lb | Monarch | | | | |
| 59 | 6 | CS | Spinach | 12/3lb. | Flav-R-Pac | | | | |

| Item # | Qty | Unit | Item Description | Specified P/U | Specified Mfg (or/=) | Proposed Mfg / Brand / # | Proposed P/U | Unit Price | Extension |
|--|-----|------|---|---------------|----------------------|--------------------------|--------------|------------|-----------|
| 60 | 12 | CS | Vegetable blend | 6/4lb | Monarch | | | | |
| REFRIGERATED/DAIRY ITEMS | | | | | | | | | |
| 61 | 4 | CS | Butter, Solids, USDA Grade AA | 6/5lb | GVF | | | | |
| 62 | 4 | CS | Butter, w/salt, cup, individual, USDA Grade AA, 90 ct | 450/14 gr | Land-O-Lake | | | | |
| 63 | 24 | CS | Cheese, Cheddar, mild, yellow, sliced | 8/1.5lb | Block & Barrel | | | | |
| 64 | 12 | CS | Cheese, Cheddar, mild, yellow, shredded | 4/5lb | GVF or/= | | | | |
| 65 | 384 | LB | Cheese, Cream, 16-oz container | 10/3lb | GVF | | | | |
| 66 | 4 | CS | Cheese, Cream, 1-oz cup | 100/1 oz | Grt Lakes | | | | |
| 67 | 4 | CS | Cheese, Cream, light, 1-oz cup | 100/.75 oz | Kraft | | | | |
| 68 | 12 | CS | Cheese, Mozzarella, shredded, low moisture, part skim | 4/5lb | Grt Lakes or/= | | | | |
| 69 | 4 | CS | Cheese, parmesan, grated, PC packs | 200/3.5g | Rosell | | | | |
| 70 | 4 | CS | Cheese, Parmesan, shredded | 12/1lb | Grt Lakes | | | | |
| 71 | 12 | CS | Cheese, Provolone, sliced | 8/1.25lb | Luzzatti | | | | |
| 72 | 12 | CS | Cheese, Swiss, sliced | 4/5lb | GVF | | | | |
| 73 | 24 | CS | Coffee Creamer, Half-Half, PC packs | 360/ 3/8oz | Glenview Farms | | | | |
| 74 | 48 | CS | Eggs, whole, shell | 15 doz Cs. | Glenview Farms | | | | |
| 75 | 12 | CS | Milk, 2% butterfat, ultra-pasteurized | 24- 1/2 pints | GVF | | | | |
| 76 | 48 | CS | Yogurt, Light, Blueberry | 12/6 oz | Yoplait | | | | |
| 77 | 48 | CS | Yogurt, Light, Peach | 12/6 oz | Yoplait | | | | |
| 78 | 48 | CS | Yogurt, Light, Strawberry | 12/6 oz | Yoplait | | | | |
| GROUP 2: | | | | | | | | | |
| SHELF-STABLE ITEMS, FATS & OILS | | | | | | | | | |
| 79 | 4 | CS | Mayonnaise, regular (75-80% fat) | 4/1 gal | Hellmans/Kraft | | | | |
| 80 | 12 | CS | Mayonnaise, lite | 4/1 gal | Kraft | | | | |
| 81 | 4 | CS | Oil, Canola | 48 oz | Mazola | | | | |
| 82 | 12 | CS | Oil, Olive | 4/1 gal | Pompeian | | | | |
| 83 | 12 | CS | Pan Spray, corn oil | 6/17 oz | Mazola | | | | |
| CANNED GOODS | | | | | | | | | |
| 84 | 4 | CS | Applesauce, unsweetened | 6/lb10 | US Blue | | | | |
| 85 | 8 | CS | Artichoke Hearts, quartered | 6/lb10 | International Green | | | | |
| 86 | 16 | CS | Beans, Black, canned | 6/lb10 | Garcia | | | | |
| 87 | 12 | CS | Beans, Kidney, canned | 6/lb10 | El Pasado | | | | |
| 88 | 12 | CS | Beans, Red, canned | 6/lb10 | US Red | | | | |
| 89 | 12 | CS | Soup, chicken, cream healthy request | 12/50oz. | Campbells | | | | |
| 90 | 12 | CS | Mixed fruit, dried | 12/6 oz | Sun-Maid | | | | |
| 91 | 12 | CS | Peas, Chick, canned | 6/lb10 | Bush | | | | |

| Item # | Qty | Unit | Item Description | Specified P/U | Specified Mfg (or/=) | Proposed Mfg / Brand / # | Proposed P / U | Unit Price | Extension |
|--------|-----|------|---|---------------|----------------------|--------------------------|----------------|------------|-----------|
| 92 | 6 | CS | Pineapple, chunks, packed in juice | 6/lb10 | Dole | | | | |
| 93 | 12 | CS | Raisins, Black, seedless | 24/15 oz | Packer | | | | |
| 94 | 12 | CS | Raisins, Golden | 15 oz | Sun-Maid | | | | |
| 95 | 12 | CS | Tomato juice | 12/46 oz | Campbells | | | | |
| 96 | 8 | CS | Tomato paste | 24/12 oz | Hunts | | | | |
| 97 | 12 | CS | Tomato sauce | 6/lb10 | US Blue | | | | |
| 98 | 16 | CS | Tomatoes, diced | 6/ lb10 | US Red | | | | |
| 99 | 12 | CS | Tuna, white solid in water, albacore | 6/6.5 oz | Sysco International | | | | |
| 100 | 4 | CS | V-8 juice | 48/5.5 oz | V-8 | | | | |
| 101 | 4 | CS | V-8 juice, low sodium | 48/5.5 oz | V-8 | | | | |
| | | | DRY GOODS (CEREAL, GRAINS, PASTA, ETC) | | | | | | |
| 102 | 6 | CS | Bears, kidney, lite red dried raw | 1/20lb. | Premier or/= | | | | |
| 103 | 6 | CS | Bears, navy dried raw | 1/20lb. | Premier or/= | | | | |
| 104 | 6 | CS | Bears, lentil dried raw | 1/20lb. | Premier or/= | | | | |
| 105 | 12 | CS | Cornflakes | 4/26 oz | Kellogg's | | | | |
| 106 | 12 | CS | Rice Crispies | 4/27 oz | Kellogg's | | | | |
| 107 | 12 | CS | Oats, Rolled, Old Fashioned | 12/42 oz | Quaker | | | | |
| 108 | 12 | CS | Oats, Rolled, Quick | 12/42 oz | Quaker | | | | |
| 109 | 24 | CS | Almonds, dry, silvered, raw | 3/2lb | Sysco Classic or/= | | | | |
| 110 | 12 | CS | Almonds, sliced | 6/3lb | Blue Diamond | | | | |
| 111 | 24 | CS | Walnuts, halves & pieces | 3/2lb | US Blue | | | | |
| 112 | 24 | CS | Peanuts | 3/2lb | US Blue | | | | |
| 113 | 24 | CS | Pasta, Macaroni, elbow | 2/10lb | Rosell | | | | |
| 114 | 24 | CS | Pecans, halves & pieces | 1/5lb | US Blue | | | | |
| 115 | 24 | CS | Pasta, Spaghetti | 2/10lb | Labelia | | | | |
| 116 | 24 | CS | Pasta, noodles, egg | 2/10lb | Labelia | | | | |
| 117 | 12 | CS | Pasta, rotini rainbow spiral | 2/5lb. | Prince or/= | | | | |
| 118 | 600 | LB | Rice, long grain, converted | 25lb | Uncle Ben's | | | | |
| 119 | 4 | CS | Rice, wild, blend | 6/36 oz | Uncle Ben's | | | | |
| | | | SNACK FOODS (for resale) | | | | | | |
| 120 | 12 | CS | Cookie, chocolate/creme sandwich (e.g Oreos) | 120/4 pk | Nabisco | | | | |
| 121 | 12 | CS | Cookie, devils food | 4/12 ct | Snackwells | | | | |
| 122 | 24 | CS | Doritos, baked | 60/1.375 oz | Doritos | | | | |
| 123 | 4 | CS | Granola bar, oak & honey | 120/1.04 oz | Nature Valley | | | | |
| 124 | 24 | CS | Nutra grain bars, apple cinnamon | 48/1.3 oz | Kellogg's | | | | |
| 125 | 24 | CS | Nutra grain bars, blueberry | 48/1.3 oz | Kellogg's | | | | |
| 126 | 24 | CS | Nutra grain bars, strawberry | 48/1.3 oz | Kellogg's | | | | |
| 127 | 24 | CS | Potato chips, regular | 60/1.5 oz | Lays | | | | |
| 128 | 24 | CS | Potato chips, baked | 60/1.5oz | Lays | | | | |

| Item # | Qty | Unit | Item Description | Specified P/U | Specified Mfg (or=) | Proposed Mfg / Brand / # | Proposed P / U | Unit Price | Extension |
|--------|-----|------|---|---------------|---------------------|--------------------------|----------------|------------|-----------|
| 129 | 12 | CS | Pretzels, mini twists | 88/1.5 oz | RoldGold | | | | |
| 130 | 24 | CS | Sunchips | 60/1.5 oz | Sunchips | | | | |
| 131 | 24 | CS | Crackers, saltines | 500/2 ct | House Recipe | | | | |
| | | | CONDIMENTS / SAUCES (PC-packs) | | | | | | |
| 132 | 4 | CS | Coffee Creamer, powdered | 1000/case | Coffeemate | | | | |
| 133 | 8 | CS | Dressing, French | 100/2 oz | Kraft | | | | |
| 134 | 8 | CS | Dressing, Honey French, fat-free | 100/1.5 oz | Naturally Fresh | | | | |
| 135 | 8 | CS | Dressing, Italian, golden | 100/2 oz | Kraft | | | | |
| 136 | 8 | CS | Dressing, Italian, golden, fat-free | 60/1.5 oz | Kraft | | | | |
| 137 | 8 | CS | Dressing, Ranch, fat-free | 60/1.5 oz | Kraft | | | | |
| 138 | 8 | CS | Dressing, Ranch buttermilk | 60/1.5 oz | Ken's | | | | |
| 139 | 8 | CS | Dressing, Thousand Island | 60/1.5 oz | Ken's | | | | |
| 140 | 8 | CS | Dressing, Thousand Island, fat-free | 60/1.5 oz | Ken's | | | | |
| 141 | 8 | CS | Jam, Strawberry Preserves | 200/.75 oz | Knottsberry | | | | |
| 142 | 8 | CS | Jelly, Grape, Concord | 200/.5 oz | Portion Pac | | | | |
| 143 | 4 | CS | Lemon juice, bulk | 6/48 oz | RealLemon | | | | |
| 144 | 8 | CS | Lemon juice | 500/4 g | US Blue | | | | |
| 145 | 4 | CS | Mayonnaise, lite | 200/7.16 oz | Hellmans/Kraft | | | | |
| 146 | 4 | CS | Mayonnaise, regular | 200/12 gr | Hellmans/Kraft | | | | |
| 147 | 4 | CS | Mayonnaise, fat free | 200/7.16 oz | Kraft Free | | | | |
| 148 | 4 | CS | Mustard, Creole Style, bulk | 1 gal | Zatarain's | | | | |
| 149 | 8 | CS | Mustard, yellow | 500/5.5 g | US Blue | | | | |
| 150 | 4 | CS | Pepper, Black, individual | 6/1000 | US Blue | | | | |
| 151 | 4 | CS | Salt, iodized | 6/1000 | US Blue | | | | |
| 152 | 12 | CS | Sugar Substitute, granulated, aspartame | 2000/case | Equal | | | | |
| 153 | 12 | CS | Sugar Substitute, granulated, saccharin | 2500/case | Sweet'n'Low = | | | | |
| 154 | 12 | CS | Sugar, Real, granulated | 2000/case | Rituals | | | | |
| 155 | 12 | CS | Sugar, Substitute, granulated | 2000/case | Splenda | | | | |
| | | | RECIPE INGREDIENTS | | | | | | |
| 156 | 4 | CS | Almond Extract (imitation) | 12/16 oz | McCormick | | | | |
| 157 | 4 | CS | Basil, Dried, ground | 6/12 oz | McCormick | | | | |
| 158 | 48 | CS | Broth, Chicken | 12/50 oz | Home Taste | | | | |
| 159 | 600 | LB | Flour, All Purpose | 1/25lb | Premier | | | | |
| 160 | 600 | LB | Flour, Bread, high gluten | 1/25lb | Gold Medalion | | | | |
| 161 | 600 | LB | Flour, whole wheat, stone ground | 1/50lb | Gold Medalion | | | | |
| 162 | 4 | CS | Garlic Powder | 6/21 oz | McCormick | | | | |
| 163 | 4 | CS | Honey | 6/3lb | any | | | | |
| 164 | 4 | CS | Kitchen Bouquet | 1/32 oz | Kitchen Bouquet | | | | |

A PREFERENCE, IF APPLICABLE, MAY BE ALLOWED FOR PRODUCTS PRODUCED, MANUFACTURED, ASSEMBLED, GROWN OR HARVESTED IN LOUISIANA. DO YOU CLAIM THIS PREFERENCE? YES ____ NO ____
 NOTE: PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.
 IS YOUR LOUISIANA BUSINESS WORKFORCE COMPOSED OF A MINIMUM OF FIFTY PERCENT LOUISIANA RESIDENTS? YES ____ NO ____
 SPECIFY ITEM NUMBER AND LOCATION WITHIN LOUISIANA WHERE THE PRODUCT IS/WAS PRODUCED, MANUFACTURED, ASSEMBLED, GROWN OR HARVESTED: _____
 NOTE: THIS PREFERENCE IS NOT APPLICABLE FOR SERVICES.

ALL ITEMS ARE FOR RESALE. ONLY BRAND NAME(S) SPECIFIED WILL BE ACCEPTED. (R.S.39: 1651 - 1657).

THE UNIVERSITY RESERVES THE RIGHT TO REQUEST A REPRESENTATIVE SAMPLE FOR TASTE TESTING. COMPLETE DOCUMENTATION ON CHEMICAL/NUTRITIONAL VALUE OF PRODUCTS TO BE SUBMITTED WITH THE BID OR WITHIN 2 DAYS AFTER REQUEST. THESE ITEMS WILL BE PROVIDED AT NO CHARGE TO THE UNIVERSITY FOR ANALYSIS BY UNIVERSITY PERSONNEL. THE UNIVERSITY IS THE SOLE JUDGE AS TO THE SUITABILITY OF THE PROPOSED EQUALS TO MEET ITS NEEDS. FAILURE TO PROVIDE SAMPLE AND DOCUMENTATION IS CAUSE AND WILL CAUSE REJECTION OF BID.

- PRODUCT MUST BE DELIVERED IN REFRIGERATED VEHICLE & HAVE A REFRIGERATED SHELF LIFE OF NOT LESS THAN SIX DAYS FROM DATE OF DELIVERY.
- ALL PRE-CUT VEGETABLES TO BE WASHED PRIOR TO PACKAGING & MUST NOT REQUIRE RE-WASHING PRIOR TO USE.
- CASES MUST BE LABELLED WITH NAME/ADDRESS OF MANUFACTURER, WEIGHT OF CASE, PROCESSING/PACKAGING AUTHORIZATION DESTINATION AND PACKING CODE DATE. INDIVIDUAL PACKAGES WITHIN THE CASE MUST ALSO BE LABELED WITH PACKING CODE DATE.

QUESTIONS/CLARIFICATIONS, IF ANY, REQUIRED AS A RESULT OF SITE VISIT OR VENDOR REVIEW OF SPECIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF PURCHASING, ATTENTION: {NAME OF BUYER}, FOR FORMAL WRITTEN RESPONSE IN THE FORM OF AN ADDENDUM TO ALL BIDDERS PARTICIPATING IN THIS SOLICITATION.